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In brief, as a compilation of the Uniform Acts the book is useful. For collections of the decisions under the acts which have not yet found editors, it is helpful. The lists of states which have adopted the acts are a convenience but not wholly reliable. For instance, Texas, which enacted the Uniform Negotiable Instruments Law in 1919 (Tex. Acts 1919, ch. 123), is coupled with Georgia and Porto Rico as one of the jurisdictions which have not yet adopted it.

*The Civil Code of Brazil.* Translated from the official Portuguese text by Joseph Wheless. St. Louis, The Thomas Law Book Co., 1920. pp. xxxvi, 438.

The enactment of the Civil Code of Brazil, which, thanks to Mr. Wheless' translation, is now accessible to us in English, is an event of more than ordinary importance. It constitutes the successful culmination of the efforts, extending over half a century, to reduce the chaotic state of the Brazilian Civil Law to a definite and systematic form.

Now that both the Civil Code and the Commercial Code of Brazil have been translated into English, the American business man is in a position to inform himself more thoroughly than was formerly possible concerning the Brazilian law that may govern a particular relation.

The first essential of a good translation is without doubt scrupulous accuracy. This is particularly true of the translation of a Code. In this respect the requisite care has not always been observed. In a number of instances the translator has omitted parts of the original text; for example, in Article 219, which allows the annulment of a marriage on account of essential error in respect to the person of the other spouse, subdivision III allows such annulment in case of: "Ignorance, prior to marriage, of an incurable physical defect or of some grave trouble which may be transmitted by way of contagion or inheritance, and capable of endangering the health of the other spouse and of his or her children." This subdivision is omitted. Subdivision III of the translation is sub-section IV in the original. Again, in Article 233, relating to the rights of the husband as head of the conjugal partnership, subdivision V is omitted which reads as follows: "Provide for the maintenance of the family, with due regard to the provisions contained in Article 277." From Article 496 the following is omitted: "and the singular successor is privileged to join his possession to that of his predecessor." In Article 1286 the first paragraph is omitted, which provides that "A necessary deposit is not presumed to be gratuitous."

Barring omissions such as the above, the translation appears to be fairly accurate. One or two serious mistakes have, however, been discovered. In Article 1452 the Portuguese word "estorno," which refers to the rescission of a contract, is translated as "average." The last part of the paragraph should read, therefore: "the special provisions of the maritime law with respect to rescission of contracts will be observed."<sup>1</sup> Article 1534 provides in the original: "When the debtor cannot perform in the mode stipulated, he shall substitute for it its value in the money current at the place where the obligation is to be performed." In the translation the last part of the article reads: "in the place where the obligation is executed."

A good translation requires furthermore that the original text should be reduced into idiomatic English. In the case of a legal work this means that so far as possible the translation should be expressed in the legal terminology familiar to English and American lawyers. In this respect the translation is subject to serious criticism. In a large number of instances where it would have been perfectly easy to give the English equivalent the Portuguese words have

<sup>1</sup> This mistake was corrected by the translator on the manuscript which was originally sent to the printer but was lost in the mail. By some oversight the correction was not made on the carbon copy from which the article was printed.

been simply anglicized. The following are typical: Art. 183 (II) "affines in right line" (relations by affinity in direct line); Art. 265 "incommunicability" (clause against community); Art. 293 (VI) "disappropriation" (taking of property by eminent domain); Art. 486 "pignorative creditor" (pledgee); Art. 516, "voluptuary improvements" (for pleasure, not necessary or beneficial); Art. 520 (II) "tradition" (delivery); Art. 520, Single Paragraph: "to prescribe" (to bar by the statute of limitations); Art. 521 "regressive right" (right of indemnity); p. 134, "finds" (finding); Art. 647, "resolved" (terminated); Art. 939, "acquittance" (receipt); p. 206, "payment by consignment" (judicial deposit); p. 210, "dation in payment" (giving in payment); Art. 1026, "transaction" (compromise); Art. 1039, "compromise" (arbitration); Art. 1101 "commutative contract" (reciprocal); Art. 1149, "right of prelation" (preference); Art. 1193, "locator" (lessor); p. 245, "location of estates" (lease); p. 247, "location of services" (contract for services); Art. 1589 "accretes" (accrues); Art. 1591 (I), "notoriously known" (publicly known).

At times the correct English equivalent is used in one paragraph and the Anglicized version of the Portuguese in another. In these cases the foreign terminology is merely an imperfection which does not seriously detract from the merits of the translation. In many instances, however, the meaning of the original text is obscured thereby to such a degree that a study of the context or a familiarity with Roman law is necessary before it can be understood.

Another peculiarity, which is disturbing to the reader, is the frequent parenthetical insertion of Portuguese words and phrases of the simplest kind.

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*Handbook of Admiralty Law.* By Robert M. Hughes. Second Edition. St. Paul, West Publishing Co., 1920. pp. xviii, 572.

In the first edition Mr. Hughes succeeded in stating the elementary principles of the Admiralty Law, as administered in this country, with clearness and brevity; and in the second he has modernized the text and references without impairing the practical usefulness of the book by over-expanding it. It is much easier to compound a hash of all the cases on a given topic than to collect and state the controlling principles of decision as Mr. Hughes has done. This gives to his work a touch of personality and a note of authority not always found in modern textbooks. The original classification and sub-division, which made it a most convenient reference book, have been preserved, and the citation of authorities is discriminating yet comprehensive. Changes in the original text, made necessary by the progress of the law, may be noted.

Unfortunately, the Act of Congress of March 30, 1920, giving a right of action to the personal representative for death caused by wrongful act or neglect occurring on the high seas, and providing that contributory negligence should not bar the action, but that "the court shall take into consideration the degree of negligence attributable to the decedent and reduce the recovery accordingly," came too late for comment in the text, though it is printed in the margin. Congress might better have applied the recognized Admiralty rule of equal division of damages in cases of mutual fault, but aside from that the Act seems inadequate, because the right of action is given only when the fault or neglect occurs on the high seas, as distinct from the navigable waters of the United States. This leaves all cases where the right of action arises within the three mile limit, subject to the defense of contributory negligence and to all other limitations of the applicable local statute. It also leaves open the question whether the act covers the case of an injury on the high seas followed by death within the three mile limit. Is the act a survival act or a death act,